

ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION

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2001 MAY 24 2:54

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

FEDERAL EXPRESS  
CORPORATION,

Defendant.

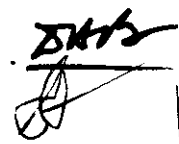
Civil Action No.  
CV100-50

**CONSENT DECREE**

This action originated with a Complaint filed by Plaintiff Equal Employment Opportunity Commission ("EEOC") on March 17, 2000. The EEOC alleged, *inter alia*, that Defendant Federal Express Corporation ("FedEx") violated Title VII of the Civil Rights Act of 1964 by (1) discriminating against the charging party, Mr. Khaleed Abdul-Azeez, because of his religion, including but not limited to failing to reasonably accommodate his sincerely held religious beliefs, and (2) ultimately discharging Mr. Abdul-Azeez in retaliation for having engaged in activities protected under Title VII, including filing an EEOC charge and otherwise opposing what he reasonably and in good faith believed to be unlawful religious discrimination by FedEx. This Court has jurisdiction over the subject matter of this action and over the parties to this action.

In its Complaint, the EEOC sought make whole relief, including, but not limited to, back pay relief, with interest, compensatory and punitive damages, and injunctive and other affirmative relief. FedEx filed its Answer on or about May 15, 2000, denying the allegations made by the EEOC. FedEx disputes and denies any liability in this matter.

The parties want to conclude fully and finally all claims arising out of the EEOC's

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Complaint and the charges of discrimination filed with the EEOC by Mr. Abdul-Azeez. They enter into this Consent Decree to further the objectives of Title VII and equal employment opportunity. This Decree is not to be deemed or construed to be an admission of liability or wrongdoing by FedEx but constitutes the good faith settlement of a disputed claim.

Now, therefore, this Court, being fully advised in the premises, it is hereby **ORDERED, ADJUDGED AND DECREED:**

### **I. DISCLAIMER OF VIOLATION**

It is understood and agreed that the negotiation, execution, and entry of this Consent Decree, and the undertakings made by FedEx hereunder, are in settlement and compromise of claims of alleged religious discrimination in employment and retaliation, the validity of which is denied by FedEx. Neither the negotiation, execution, nor entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by FedEx that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

### **II. NON-DISCRIMINATION**

FedEx will continue to adhere to its longstanding policy against discrimination towards any employee or applicant in any aspect of employment on the basis of their religion and, further, asserts that it will not retaliate against any person because that person is a beneficiary of this Consent Decree, or has provided information or assistance, or has participated in any other manner, in any investigation or proceeding relating to this Consent Decree. FedEx agrees that it will not discriminate against any employee or

applicant with respect to the policies and practices alleged in any of the aforesaid charges which have been filed by Mr. Abdul-Azeez against FedEx. Further, FedEx will not retaliate or take any adverse action against any employee or applicant in the future because any such individual has filed a charge or opposed a practice believed to be in violation of Title VII.

### **III. NOTICE TO BE POSTED**

Upon entry of this Consent Decree and continuing until the expiration date specified in Section XII herein, FedEx will keep posted a copy of the Notice attached to this Consent Decree (as Attachment A) at FedEx's Augusta, Georgia facility. The posting required by this paragraph shall be made on bulletin boards or locations selected so that each employee at this facility shall have the opportunity to observe at least one such posting when at the facility. FedEx will fulfill the posting requirement within fifteen (15) days of the entry of this Consent Decree and shall certify, within thirty (30) days of such date, that posting has been accomplished.

FedEx shall not withhold the right of the EEOC to enter upon FedEx's premises to monitor compliance with this Section. Should the Notice become defaced, marred, or otherwise unreadable, FedEx will ensure that a new, readable copy of the Notice is posted in the same manner as heretofore specified within five (5) working days of discovering the defective Notice.

### **IV. MANAGER TRAINING**

FedEx shall, at least one time per year for the term of this Agreement, in an appropriate location, hold a training session for FedEx managers employed at its Augusta, Georgia facility which shall address FedEx's and its employees' equal employment opportunity obligations pursuant to Title VII, including those obligations relating to preventing religious discrimination and retaliation. FedEx shall notify the EEOC at least five (5) days in advance regarding the date(s) and time(s) the training contemplated by this Section IV will be accomplished. FedEx shall provide written certification to the

EEOC of this training within thirty (30) days following completion of each training session. The certification shall include the name(s) and qualifications of the person(s) providing instruction, names and job titles of attendees, length of training, training topics and any other pertinent information about the training. If written training materials are utilized, the EEOC shall be supplied with a copy. All written certification required by this Section shall be addressed to S. Robert Royal, Regional Attorney at the EEOC's Atlanta District Office, 100 Alabama Street, Suite 4R30, Atlanta, Georgia 30303.

#### **V. INSTRUCTION TO MANAGEMENT**

Within thirty (30) days from the entry of this Decree, FedEx shall certify, in writing, to the EEOC that all management personnel who are currently employed at its Augusta, Georgia facility have been instructed as to the terms of this Consent Decree, and the full meaning of the provisions of the Notice to be posted, and that FedEx has reaffirmed with these employees that employment decisions are not to be made on any basis that is prohibited by Title VII. All written certification required by this Section shall be addressed to the Regional Attorney in the EEOC's Atlanta District Office at the above-referenced address.

#### **VI. REPORTING REQUIREMENT**

FedEx shall report in written affidavit form to the EEOC, on or shortly before September 15, 2001, March 15, 2002, September 15, 2002, and March 15, 2003, respectively, each and every report or complaint (whether made orally or in writing, formally or informally) of religious discrimination or retaliation received by FedEx at or relating to its Augusta, Georgia facility. For each such report or complaint, FedEx shall state in written affidavit form the following:

- (a) The date of the complaint or report,
- (b) The name of the person making the complaint or report,

(c) The name and title of the person against whom the complaint or report was made,

(d) The nature of the complaint or report,

(e) The name and title of the FedEx official who learned of the complaint or report,

(f) What, if any, action was taken by FedEx in response to the complaint or report (e.g. employee discipline), and

(g) A detailed narrative of how the complaint or report was resolved by FedEx.

#### **VII. MONETARY RELIEF**

FedEx will pay Mr. Abdul-Azeez a total of Seventy Thousand dollars (\$70,000.00) in monetary relief in settlement of this case, \$14,000.00 of which will be designated as back pay (less required withholdings) and \$56,000.00 of which will be designated as compensatory damages, in the form of two checks. FedEx will mail the original checks via certified or overnight mail to Mr. Abdul-Azeez at 713 West Madison Street, Plant City, Florida 33566. Mr. Abdul-Azeez and the EEOC recognize that such payment is made without admission of liability on the part of FedEx. The above payment shall be made to Mr. Abdul-Azeez within seven (7) days of the Court's execution of this Consent Decree. FedEx shall mail a copy of the checks to the attention of S. Robert Royal, Regional Attorney at the EEOC's Atlanta District Office, 100 Alabama Street, Suite 4R30, Atlanta, Georgia 30303 within ten (10) days of the date it mailed the original check to Mr. Abdul-Azeez.

#### **VIII. REFERENCES**

FedEx agrees that if it receives inquiries from persons or prospective employers seeking a reference or other employment related information regarding Mr. Abdul-Azeez, that it shall provide no less than a neutral reference, citing the dates of employment and the position(s) held. FedEx will make no mention to persons or prospective employers seeking a reference of the fact that Mr. Abdul-Azeez filed a charge of discrimination.

## **IX. RELIGIOUS ACCOMMODATION AND RETALIATION POLICIES**

FedEx asserts that it extends equal employment opportunity to all qualified individuals including disabled persons, disabled veterans, and veterans of the Vietnam era without regard to race, color, religion, national origin, age, or sex. It is against FedEx policy to retaliate against any individual asserting his or her right to be free from discrimination.

FedEx agrees to clarify its current Personal Appearance Policy (Policy 2-80) to specifically provide that an employee with a sincerely held religious belief that prevents the employee from removing his beard, or requires a particular hairstyle, may request an exception to the policy.

The above referenced policy change will be published in the next edition of the People Manual; highlighted along with other policy changes in the Revision Highlights section at the front of the People Manual; and posted on the FedEx Personnel Department web site. Within thirty days of the entry of this Consent Decree, FedEx shall certify to EEOC's Regional Attorney, S. Robert Royal, at EEOC, Atlanta District Office, 100 Alabama Street, Suite 4R30, Atlanta, Georgia 30303 that these changes have been initiated, and will provide a copy of the revised policy at that time.

## **X. PROCEDURE FOR ENFORCING COMPLIANCE**

The EEOC will attempt to resolve any dispute regarding the enforcement of the Consent Decree by informal mediation and consultation. Before seeking enforcement through the judicial process, the EEOC will notify FedEx in writing by certified mail to Richard C. Paul, Esq., Federal Express Corporation, Staff Attorney – Litigation Department, 3620 Hacks Cross Road, Building B – 3<sup>rd</sup> Floor, Memphis, Tennessee 38125, if it has any reason to believe that any action or omission by FedEx is in violation of the Consent Decree. FedEx shall have thirty (30) days after the receipt of such notification to cure any such alleged deficiency, and to notify the EEOC, by written report

addressed to the Regional Attorney for the EEOC's Atlanta District Office, of the measures taken to cure the alleged deficiencies. If upon receipt of FedEx's report the EEOC concludes that the deficiency has not been satisfactorily cured by FedEx, the EEOC shall seek to resolve the alleged deficiency through good faith conciliation or mediation. If the alleged deficiency is not resolved within thirty (30) days after the initiation of such good faith conciliation and mediation process, then the EEOC may seek enforcement of this Consent Decree through the judicial process. Notwithstanding any of the foregoing, nothing in this agreement shall be deemed to prohibit any matter which occurred during the term of this Decree and which constitutes a dispute as contemplated by Section X from being fully and completely processed in the manner described in Section X, even though the dispute is not resolved within thirty (30) days of the termination of this Decree.

#### **XI. COMPLIANCE OFFICIAL**

FedEx shall designate a compliance official who shall be responsible for compliance with this Consent Decree, and also responsible for coordinating and overseeing FedEx's compliance with this Consent Decree.

#### **XII. TERMS OF DECREE - PERIOD OF JURISDICTION**

This Consent Decree shall continue to be effective and binding upon the parties to this action for a period of twenty-four (24) calendar months immediately following the entry of the Consent Decree and shall expire at the end of this 24-month period, provided that all remedial benefits required hereby have been received or offered prior to its expiration and provided further, that all required reports and certifications are submitted at least thirty (30) days before the expiration date of the Consent Decree. If required reports are not submitted within 30 days of the expiration date or if the remedial benefits

are not received or offered, the Consent Decree will be automatically extended until these provisions are completed.

This Court shall retain jurisdiction over this action for the purposes of clarifying and enforcing this Consent Decree and for any other appropriate or equitable purposes for the term of this Decree, unless the Court acts or the EEOC has, prior to the expiration of said term, moved to enforce compliance with the Consent Decree. If this Court acts or the EEOC has moved to enforce compliance with this Consent Decree within this period, this Court shall retain jurisdiction of this action until all issues relating to all such motions which are made during the term of this Decree have been resolved. Thereafter, this Court shall dissolve this Consent Decree and shall dismiss this case with prejudice.

### **XIII. OTHER ACTIONS**

The EEOC shall not commence or prosecute against FedEx any action or other proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities which arise out of EEOC Charge Number 11A990062, or the investigation of this charge or this lawsuit. This Consent Decree in no way affects the EEOC's right to process any pending or future charges that may be filed against FedEx or its owners in accordance with standard EEOC procedures, and to commence civil actions pursuant to Section 706 (f) of Title VII on any such charge. Nothing in this Consent Decree shall be construed to limit or reduce FedEx's obligation to fully comply with Title VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act of 1963, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Americans with Disabilities Act of 1990; or the regulations promulgated pursuant thereto. Nothing herein shall preclude the EEOC from bringing an action to enforce the provisions of this Consent Decree.



#### **XIV. COSTS AND ATTORNEY FEES**

The EEOC, FedEx, and Mr. Abdul-Azeez shall each bear their own respective costs and attorney's fees for this action.

The parties hereto and undersigned attorneys of record for the Plaintiff and FedEx in the above-styled action hereby consent to the entry of the foregoing Consent Decree.

**Consented to by:**

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

GWENDOLYN REAMS  
Associate General Counsel

  
S. ROBERT ROYAL

Regional Attorney

ROSEMARIE RHODES

Supervisory Trial Attorney

STEVEN M. TAPPER

Senior Trial Attorney

Georgia Bar No. 698018

Atlanta District Office

100 Alabama St., SW, Suite 4R30

Atlanta, Georgia 30303

Telephone: (404) 562-6820

Facsimile: (404) 562-6905

Attorneys for Plaintiff Equal Employment  
Opportunity Commission

  
RICHARD C. PAUL

Federal Express Corporation,

3620 Hacks Cross Road, Building B-3rd Floor

Memphis, Tennessee 38125

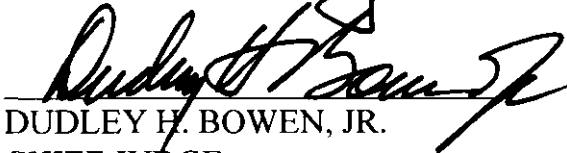
(901) 434-8556

(901) 434-9279 (fax)

JAMES D. HYDER, JR.  
Georgia Bar Number 381459  
Hunter, Maclean, Exley & Dunn, P.C.  
1202 First Union Bank Building  
699 Broad Street, Suite 1202  
Augusta, Georgia 30901  
(706) 722-7062  
(706) 722-7201 (fax)

Counsel for Defendant  
Federal Express Corporation

APPROVED AND ENTERED THIS 24<sup>th</sup> day of May, 2001.

  
DUDLEY H. BOWEN, JR.  
CHIEF JUDGE  
UNITED STATES DISTRICT COURT

Attachment A

**FEDERAL EXPRESS CORPORATION  
NOTICE OF NON-DISCRIMINATION AND NON-RETALIATION**

**TO: ALL EMPLOYEES AT FEDERAL EXPRESS CORPORATION'S  
AUGUSTA, GEORGIA FACILITY**

The United States Equal Employment Opportunity Commission is responsible for enforcing several federal employment discrimination statutes: Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination based on race, color, religion, sex, or national origin; the Age Discrimination in Employment Act, as amended; the Equal Pay Act, as amended; and the Americans with Disabilities Act.

Federal law also prohibits retaliation against any employee or applicant who files a charge of discrimination, who cooperates with an investigation of a charge, or who benefits from a charge settlement.

FedEx fully supports and complies with federal laws in all respects and it will not take any action against employees or applicants because they have exercised their rights under the law.

FedEx has a religious accommodation policy and an anti-retaliation policy, and FedEx abides by the terms of those policies to ensure that employees not be subjected to religious discrimination or retaliation in the workplace.

This Notice will remain posted for twenty four (24) months.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

For: Federal Express Corporation

\_\_\_\_\_  
Michael Saladino  
Managing Director

DO NOT REMOVE THIS NOTICE UNTIL \_\_\_\_\_.

UNITED STATES DISTRICT COURT  
Southern District of Georgia

Case Number: 1:00-cv-00050  
Date Served: May 24, 2001  
Served By: Emmie S. Flanders *EF*

Attorneys Served:

S. Robert Royal, Esq. ✓  
Rosemarie Rhodes, Esq. ✓  
Steven M. Tapper, Esq. ✓  
James D. Hyder Jr., Esq. ✓  
Richard C. Paul, Esq. ✓

  /   Copy placed in Minutes  
  /   Copy given to Judge  
     Copy given to Magistrate